

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Commercial Products, LLC		02/19/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 West Monroe, Floor 20 East
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	3265467	CONTINENTAL COMMERCIAL PRODUCTS
Registration Number:	1465180	CONTINENTAL
Registration Number:	3681263	IT'S NOT ENOUGH JUST TO MAKE BETTER PROD
Registration Number:	1953922	PRO DUST H2O
Registration Number:	3681262	PROTECT PRESERVE CONSERVE
Registration Number:	2134746	CONTOUR
Registration Number:	4122553	ACTIONPRO
Registration Number:	4079638	MUSCLEPRO
Registration Number:	4192003	SPONGEPRO
Registration Number:	4192002	WIPECLEAN PRO
Registration Number:	1316359	STRUCTOLENE
Registration Number:	4215607	HYDRO COCO
Registration Number:	2904064	DERMA-TEK
Registration Number:	3270672	SCUFF BALL

TRADEMARK

OP \$1415.00 3265467

Registration Number:	2779728	GLIT/MICROTRON
Registration Number:	1863438	MICROTRON ABRASIVES, INC.
Registration Number:	3438129	KLEEN AIRE
Registration Number:	1938783	SAFIRE
Registration Number:	3255485	WAX-O-MATIC
Registration Number:	1659583	ROTOTECH
Registration Number:	3162242	COCOPAD
Registration Number:	2428255	BLUE ICE
Registration Number:	2198979	WALNUTPAD
Registration Number:	2387165	
Registration Number:	3639582	HUSKEE
Serial Number:	86094909	WALL HUGGER
Registration Number:	3119457	WILEN
Registration Number:	1547408	TUFFBIN
Registration Number:	3217600	TILT-N-WHEEL
Registration Number:	1443264	BACTOGUARD
Registration Number:	1879232	BRUSHWORX
Registration Number:	3083814	COLOSSUS
Registration Number:	4286129	ERGOFLO
Registration Number:	1696143	HMP
Registration Number:	1505970	JOEY
Registration Number:	1371339	KLEENFAST
Serial Number:	85673179	POWERWHISPER
Registration Number:	3227484	SUPERKAN
Registration Number:	3187448	UNIBODY
Registration Number:	1879233	CLEAN SWEEP
Registration Number:	2019675	EARTH MOP
Registration Number:	3314301	ERGO WORX
Registration Number:	3314308	ERGO WORX
Registration Number:	2165154	FIBER NATURALS
Registration Number:	2068036	JEAN CLEAN
Registration Number:	3194179	KING KAN
Registration Number:	1807596	MAGIC MOP
Registration Number:	4049366	MUSCLE MOP
Registration Number:	2022049	WORK BIN

	1359265	HANNAH'S HELPER
Registration Number:	1663466	HANNAH'S HELPER
Registration Number:	1916512	P/E PLUS
Registration Number:	3422068	KING COTTON
Registration Number:	2095951	TIE-FREE
Serial Number:	86015961	COLORGUARD
Registration Number:	1830672	MICROTRON ABRASIVES

CORRESPONDENCE DATA

Fax Number: 3146127874
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 314-444-7600
Email: tbranson@lewisrice.com
Correspondent Name: Terri Branson
Address Line 1: 600 Washington Ave., Suite 2500
Address Line 2: Lewis, Rice & Fingersh, L.C.
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	107218.60368
NAME OF SUBMITTER:	Terri Branson
Signature:	/Terri Branson/
Date:	02/20/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of February 19, 2014, and is by Continental Commercial Products, LLC, a Delaware limited liability company ("**Grantor**"), in favor of BMO Harris Bank N.A. ("**Lender**").

RECITALS

A. Grantor, Katy Industries, Inc., a Delaware corporation, 2155735 Ontario Inc., an Ontario corporation, and CCP Canada Inc., an Ontario corporation, and Lender have entered into a Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the Credit Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("**PTO**") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege

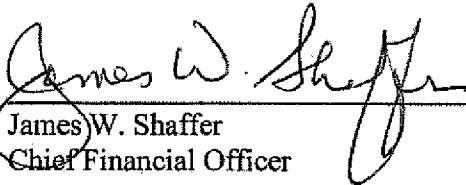
use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Continental Commercial Products, LLC

By: 
James W. Shaffer
Chief Financial Officer

Acknowledged:

BMO Harris Bank N.A.

By: _____
Jason Hoefler
Director


Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Continental Commercial Products, LLC

By: _____
James W. Shaffer
Chief Financial Officer

Acknowledged:

BMO Harris Bank N.A.



By: _____

Jason Hoffner
Director



SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
OF CONTINENTAL COMMERCIAL PRODUCTS, LLC

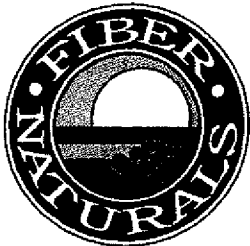

TRADEMARK
REEL: 005219 FRAME: 0679

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark	Application (Serial)/ Registration No.	Date of Filing/ Registration
	Reg. #3,265,467	7/17/07
CONTINENTAL	Reg. #1,465,180	11/17/87
IT'S NOT ENOUGH JUST TO MAKE BETTER PRODUCTS WE'RE FINDING WAYS TO MAKE BETTER PRODUCTS...BETTER	Reg. #3,681,263	9/8/09
	Reg. #1,953,922	2/6/96
PROTECT RESERVE CONSERVE	Reg. #3,681,262	9/8/09
CONTOUR	Reg. #2,134,746	2/3/98
ACTIONPRO	Reg. #4,122,553	4/3/2012
MUSCLEPRO	Reg. #4,079,638	1/3/2012
SPONGEPRO	Reg. #4,192,003	8/14/2012
WIPECLEAN PRO	Reg. #4,192,002	8/14/2012
STRUCTOLENE	Reg. #1,316,359	1/29/85
HYDRO COCO	Reg. #4,215,607	9/25/2012
DERMA-TEK	Reg. #2,904,064	11/23/2004
SCUFF BALL	Reg. #3,270,672	7/24/2007
GLIT/MICROTRON	Reg. #2,779,728	11/4/2003
MICROTRON ABRASIVES, INC.	Reg. #1,863,438	11/22/94
KLEEN AIRE	Reg. #3,438,129	5/27/2008
SAFIRE	Reg. #1,938,783	11/28/95
WAX-O-MATIC	Reg. #3,255,485	6/26/2007

Mark	Application (Serial)/ Registration No.	Date of Filing/ Registration
ROTOTECH	Reg. #1,659,583	10/8/91
COCOPAD	Reg. #3,162,242	10/24/2006
BLUE ICE	Reg. #2,428,255	2/13/2001
WALNUTPAD	Reg. #2,198,979	10/20/98
	Reg. #2,387,165	9/19/2000
HUSKEE	Reg. #3,639,582	6/16/2009
WALL HUGGER	Serial #86-094,909	10/18/2013
WILEN	Reg. #3,119,457	7/25/06
TUFFBIN	Reg. #1,547,408	7/11/89
TILT-N-WHEEL	Reg. #3,217,600	3/13/2007
BACTOGUARD	Reg. #1,443,264	6/16/87
BRUSHWORX	Reg. #1,879,232	2/14/95
COLOSSUS	Reg. #3,083,814	4/18/2006
ERGOFLO	Reg. # 4,286,129	2/5/2013
	Reg. #1,696,143	6/23/92
JOEY	Reg. #1,505,970	9/27/88
KLEENFAST	Reg. #1,371,339	11/19/85
POWERWHISPER	Reg. #4,377,615	7/30/2013
SUPERKAN	Reg. #3,227,484	4/10/2007
UNIBODY	Reg. #3,187,448	12/19/2006
CLEAN SWEEP	Reg. #1,879,233	2/14/95
EARTH MOP	Reg. #2,019,675	11/26/96
ERGO WORX	Reg. #3,314,301	10/16/2007
ERGO WORX	Reg. #3,314,308	10/16/2007

Mark	Application (Serial)/ Registration No.	Date of Filing/ Registration
	Reg. #2,165,154	6/16/98
JEAN CLEAN	Reg. #2,068,036	6/3/97
KING KAN	Reg. #3,194,179	1/2/2007
MAGIC MOP	Reg. #1,807,596	11/30/93
MUSCLE MOP	Reg. #4,049,366	11/1/2011
WORK BIN	Reg. #2,022,049	12/10/96
	Reg. #1,359,265	9/10/85
HANNAH'S HELPER	Reg. #1,663,466	11/5/91
P/E PLUS	Reg. #1,916,512	9/5/95
KING COTTON	Reg. #3,422,068	5/6/2008
TIE-FREE	Reg. #2,095,951	9/9/97
COLORGUARD	Serial #86-015,961	7/22/2013
MICROTRON ABRASIVES	Reg. #1,830,672	4/12/94